

Exhibit A

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor and Case Number:

SMAC MORTGAGE (Rescap) CASE # 12-12020 (MC)

NOTE: This form should not be used to make a claim for an administrative expense unless a claim asserted under 11 U.S.C. § 503(a)(9) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(a)(9)) may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

MARY R. BIANCUCCA

Name and address where notices should be sent:

MARY R. BIANCUCCA
341 OAK DR.
NEW CUMBERLAND, PA. 17070

Telephone number:

e-mail:

Name and address where payment should be sent (if different from above):

RECEIVED

SAME AS ABOVE

NOV 12 2012

Telephone number:

e-mail:

MARTIN CARSON CONSULTANTS

1. Amount of Claim as of Date Case Filed: \$ 144,000.00

If all or part of the claim is secured, complete item 4.

If all or part of the claim is unsecured, complete item 5.

Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. NO OTHER FEES ARE INCLUDED

2. Basis for Claim: DEFRAUD

(See instruction #2)

3. List four digits of any number by which creditor identifies debtor:

9613

(See instruction #3a)

3b. Uniform Claim Identifier (optional):

UNKN

(See instruction #3b)

4. Secured Claim (See instruction #4)

Check the appropriate box if the claim is secured by a lien on property or a right of replevin, attach required notated documents, and provide the requested information.

Nature of property or right of replevin: Other Estate: Debtor Vehicle: Other:

Description:

Value of Property: \$

Annual Interest Rate: (When case was filed)

% Offred Variable

Amount of Arrears and other charges, as of the time case was filed, included in secured claim,

If any: \$

Basis for perfection:

Amount of Secured Claim: \$

Amount Unsecured: \$

6. Chain Pursuant to 11 U.S.C. § 503(a)(9):

Indicate the amount of your claim arising from the value of any goods received by the Debtor within 70 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$00.00

(See instruction #6)

7. Creditors. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. Documents. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted")

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

9. Signature: (See instruction #9) Check the appropriate box.

CPI on the creditor:

I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)

CPI on the trustee, or the debtor, or their authorized agent.

(See Bankruptcy Rule 3004)

(See Bankruptcy Rule 3005)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MARY R. BIANCUCCA

Signature: Mary R. Biancucca 11/3/2012

(Date)

Address and telephone number (if different from notice address above):

Telephone number:

E-mail:

Partially for presenting fraudulent claim: Fine of up to \$300,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

COURT USE ONLY

* Amounts are subject to adjustment on 4/11/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

NOV - 9 2012



121202012110900000000328

Nov.1,2012

To all concerned,

Overview.

I am submitting the attached for consideration, it has been some time ago that I was traumatized by a process of GMAC and since have not been able to look at the documents, much less do anything. The only reason you have this before you now is the letter I received indicating that GMAC was filing bankruptcy in addition to being encouraged to do so.

Sometime early 2009 I called for information on the loans the president was talking about. They would not tell me anything by phone, said I needed to fill out paperwork to get more information. This was the beginning of a series of fraud perpetrated against probably more the loan I had than me. I didn't like that loan either but I had to do it as I had gone through alot being a caregiver to my mom after my father passed away. Medical persons said she should go to nursing home but I premised dad before he died that I would take care of her. This took a toll on my work and credit history. Some years after she died (I had her 7yrs.), I needed to consolidate my debt and move forward, and had to do a no-doc. loan, I wanted a fixed loan but circumstances happened, it was the only way. Well I knew I would change that loan as soon as I was in a position to do so and that is why I was inquiring of GMAC about these new loans. What I needed was a smaller payment and they mislead me with that promise, defrauded me and I am, have been and will be paying more and more with the loan they scared me into by way of defaulting my loan, my trial and then threatening me with foreclosure. They behaved as if this was all just part of the process and literally mislead me every step of the way.

It is a very sad day in this Nation being unable to trust our lending institutions. Please, I am not an attorney and am unsure if I have done this right but it is to the best of my ability. Help me out of this. I have called GMAC from time to time to see if the conversation was reasonable It is not. I do not want to have to be hostage to a company that is doing wrong, I do not have a way out now after the position they steered me into. That is not to say things were good before hand but I went to them for information and maybe help...this did not. If GMAC did not want to service these loans they should not have purchased them. What they have done to people and the market is not good. I would request release of my deed if you were to ask me what I would like to see done in lieu of the amount indicated. I am sure either way GMAC will not miss any of it, I have been in my house now almost 20yrs, it is all I have to work with and it has cost me all I had. I would love a fresh start to pay down all of my worthy debtors and get retrained for the second part of life. I am grateful for your help in this matter. Sincerely,Mary Biancavilla.

SUPPORT DOCS: 'A' pg. 1 of 1

ATTACHED HERE ARE 2 CONSECUTIVE
MONTHS BANK STATEMENTS WHICH SHOW
GMAC - LISTED AS:

AUTOMATIC ID: [REDACTED] 4840 CO: LOAN SERVICING

PLEASE NOTE: LINE ITEMS OCT 2 + NOV 2, 2009.
AUTO DEBIT OF \$690⁰⁰ ea. month.

THIS AMT. REPRESENTS (AND WAS) THE ORIG. MORTGAGE
AMT. FROM MY LOAN PURCHASED BY GMAC FROM
MY PREVIOUS LENDER.

- AFTER ALL THAT HAS SINCE OCCURRED, (READ THROUGH
FOR ADD. INFO.)
I ONLY SEND CERT. BANK CHECKS TO GMAC -
- THEY HAVE PROVED THEMSELVES UNTRUSTWORTHY.



8991 1 AV 0.335 31204-8991
MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070

www.members1st.org

Main Switchboard: (800) 283-2328
EZ Call: (717) 697-4372 or (800) 283-4372
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
TeleBranch: (800) 237-7288

Sep 25, 2009 thru Oct 27, 2009

Account Number: ~~XXXXXXXXXX~~

Balances at a Glance:

Checking: 215.42
Savings: 179.49
Certificates: ~~XXXXXXXXXX~~
Loans: ~~XXXXXXXXXX~~
Money Management: ~~XXXXXXXXXX~~
Swipe 5 YTD Reward: 7.95

Page: 1 of 3

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CHECKING ACCOUNTS

11 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Sep 25	Balance Forward			221.41
Sep 29	Withdrawal POS #177522 WAL-MART #1591 HARRISBURG PA		73.02-	148.39
Sep 29	Withdrawal Adjustment Debit Card Credit Voucher 09/29 048201591996 WM SUPERCENTER HARRISBURG (E	15.81		164.20
Sep 29	Withdrawal Debit Card CHECK CARD 09/29 800-255-7828 ALLSTATE *PAYMENT ILUSIN2000		68.30-	95.90
Sep 30	Withdrawal Debit Card CHECK CARD 09/29 172257000167955 GIANT FOOD #253 NEW CUMBER		60.30-	35.60
Sep 30	Withdrawal Debit Card CHECK CARD 09/28 452001157992 RITE AID STORE 0418 NEW CUMBE		11.76-	23.84
Sep 30	Deposit EZ Call Transfer From Share 05	100.00		123.84
Sep 30	Withdrawal POS #330384 CNS RITE AID CORP. 761886 NEW CUMBERLAN PA		20.93-	102.91
Sep 30	Withdrawal Overdrawn NSF In the amount \$25.40 WalMart DC		33.00-	69.91
Sep 30	Deposit Swipe 5 Rebate	0.60		70.51
Oct 01	Deposit Transfer From Share 00	4.41		74.92
Oct 01	Withdrawal Debit Card CHECK CARD 09/30 172257000167955 GIANT FOOD #253 NEW CUMBER		51.44-	23.48
Oct 01	Deposit EZ Call Transfer From Share 05	902.51		925.99
Oct 01	Withdrawal POS #832435 GIANT FOOD #253 NEW CUMBERLAN PA		20.00-	905.99
Oct 02	Withdrawal Debit Card CHECK CARD 09/30 800-331-0500 ATTM*464010049448PHI GAUS630		36.67-	869.32
Oct 02	Withdrawal POS #575645 WEIS MARKETS #125 CAMP HILL PA		20.00-	849.32
Oct 02	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC (ID: 1231694840 CO: LOANSERVICING)		690.00-	159.32
Oct 03	Withdrawal POS #099583 WEIS MARKETS #125 CAMP HILL PA		40.17-	119.15
Oct 04	Withdrawal Debit Card CHECK CARD 10/03 422001246889 SAC SHOP #9 NEW CUMBERLAN PA		9.77-	109.38

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EZ Call: (717) 697-4372 or (800) 283-4372
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
TeleBranch: (800) 237-7288

Account Number:

Balances at a Glance:

Checking: 379.28
Savings: 159.53
Certificates:
Loans:
Money Management:
Swipe 5 YTD Reward: 8.85

Page: 1 of 3

Your current Member Loyalty Rewards level is Silver.
Your aggregate... 989.03.
An aggregate... products
Need...
Give them...
vis... information

CHECKING ACCOUNT

0011 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Oct 25	Balance Forward			215.42
Oct 25	Withdrawal Debit Card CHECK CARD 10/23 06176380125WE11 WEIS MARKETS #125 S CAMP H		28.62-	186.80
Oct 25	Withdrawal POS #630736 GIANT FOOD #253 NEW CUMBERLAN PA		25.00-	161.80
Oct 25	Withdrawal Debit Card CHECK CARD 10/24 049200000000125 BOSCOVS 00000125 CAMP HILL		20.00-	141.80
Oct 27	Withdrawal ACH CHASE TYPE: EPAY ID: 5760039224 CO: CHASE		25.52-	116.28
Oct 27	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH		65.84-	50.44
Oct 28	Deposit Transfer From Share 05	200.00		250.44
Oct 28	Withdrawal POS #854651 WAL-MART #1886 MECHANICSBUR PA		32.58-	217.86
Oct 29	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 10/28/2009 10/27 06176380125WE11 WEIS MARKETS #125 S CAMP H		15.36-	202.50
Oct 29	Withdrawal Debit Card CHECK CARD 10/28 172257000167955 GIANT FOOD #253 NEW CUMBER		15.55-	186.95
Oct 29	Withdrawal Debit Card CHECK CARD 10/29 014847000213249 COMCAST OF CENTRAL PA 800-		100.00-	86.95
Oct 31	Withdrawal Debit Card CHECK CARD 10/29 452001157992 RITE AID STORE 0418 NEW CUMBE		14.21-	72.74
Oct 31	Deposit	100.00		172.74
Oct 31	Deposit Swipe 5 Rebate	0.90		173.64
Nov 01	Withdrawal Debit Card CHECK CARD 10/31 172257000167955 GIANT FOOD #253 NEW CUMBER		17.33-	156.31
Nov 02	Withdrawal Debit Card CHECK CARD 11/01 636-3490303 JOYCE MEYER MINISTRIES MOUS000		20.00-	136.31
Nov 02	Deposit EZ Call Transfer From Share 05	752.01		888.32
Nov 03	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC ID: 1231694840 CO: LOANSERVICING		690.00-	198.32

SUPPORT Doc's 'B' Pg 1 of 2

NEXT, I HAVE ATTACHED MY BANK - from (DEC, 2009) ~~STATEMENT~~ STATEMENTS WHICH DO NOT SHOW MY MORTGAGE PYMT. BEING DEBITED.

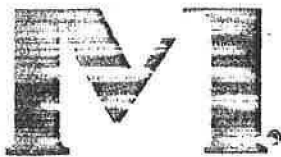
- I WAS NOT NOTIFIED, NEVER CONSENTED NOR CONSULTED WITH REGARDS TO IT.

GMAC HAD COLLECTED, FAITHFULLY, AUTOMATIC DEBITS IN THE AMT OF \$690 per MONTH WITHOUT ANY CHG. FROM THE TIME THEY TOOK OVER THE LOAN.

I NEVER SAW THIS OR WHAT WAS ABOUT TO UNFOLD COMING.

IT WAS A COUPLE OF WEEKS INTO DECEMBER, 2009 - WHEN I NOTICED THE OVERAGE IN THE EXACT AMT. OF MY MORTGAGE PAYMENT AND CALL GMAC PROMPTLY. I HAD NEVER IN THE 15 PLUS YRS OF HOME OWNERSHIP BEEN LATE WITH A PAYMENT, I WAS STAKEN.

GMAC INFORMED NOT TO WORRY I WAS APPROVED FOR A MODIFICATION - I SAID THERE WAS A MIS UNDERSTANDING THAT I WAS NOT APPLYING, ONLY SEEKING INFO. ON THE TYPE OF LOAN'S OFFERED AND E.



MEMBERS 1st
FEDERAL CREDIT UNION

9789 1 AV 0.335

34760-9789



MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

Members 1st, PA 17055
www.members1st.org

Main Switchboard: (603) 266-2928
Fax: (717) 697-5312 or (800) 283-2328 ext. 5312
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
Toll Free: (800) 283-7288

Nov 25, 2009 thru Dec 24, 2009

Account Number: ~~228452~~

Balances at a Glance:

Checking: 140.63

Savings: 859.57

Certificates:

Loans:

Money Management:

Swipe 5 YTD Reward: 9.60

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CHECKING ACCOUNT

0011 - CHECKING

NO -
-4690⁰⁰ AUTO-DRAFT

Date	Transaction Description	Additions	Subtractions	Balance
Nov 25	Balance Forward			379.28
Nov 25	Withdrawal Debit Card CHECK CARD		14.98-	364.30
	11/24 156691000153307 GIANT FUEL #253 NEW CUMBER			
Nov 25	Withdrawal POS #723392		25.00-	339.30
	GIANT FOOD #331 MECHANICSBURG PA			
Nov 26	Withdrawal Debit Card CHECK CARD		7.53-	331.77
	TRANSACTION DATE - 11/25/2009			
	11/24 06176380125WE11 WEIS MARKETS #125 S CAMP H			
Nov 26	Withdrawal Debit Card CHECK CARD		31.78-	299.99
	11/25 424854040880 SALVATION ARMY #403 MECHANICS			
Nov 27	Withdrawal Debit Card CHECK CARD		57.43-	242.56
	11/26 172257000167955 GIANT FOOD #253 NEW CUMBER			
Nov 30	Withdrawal ACH CHASE		25.43-	217.13
	TYPE: EPAY ID: 5760039224 CO: CHASE			
Nov 30	Withdrawal ACH 1ST NATL BK OMAH		70.20-	146.93
	TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT			
	CO: 1ST NATL BK OMAH			
Nov 30	Deposit Swipe 5 Rebate	0.75		147.68
Dec 01	Deposit EZ Call Transfer From Share 0005	701.55		849.23
Dec 02	Withdrawal Debit Card CHECK CARD		20.00-	829.23
	12/01 636-3490303 JOYCE MEYER MINISTRIES MOUS000			
Dec 02	Withdrawal POS #353215		29.23-	800.00
	WAL-MART #1886 MECHANICSBUR PA			
Dec 03	Withdrawal Debit Card CHECK CARD		10.30-	789.70
	TRANSACTION DATE - 12/02/2009			
	12/01 06176380125WE11 WEIS MARKETS #125 S CAMP H			
Dec 03	Check 001112 Tracer 0001048173		111.04-	678.66
Dec 04	Withdrawal Debit Card CHECK CARD		9.85-	668.81
	TRANSACTION DATE - 12/03/2009			
	12/02 00178470056RUT1 RUTTER'S FARM STORE #5 NEW			
Dec 04	Withdrawal Debit Card CHECK CARD		26.72-	642.09
	12/03 172257000167955 GIANT FOOD #253 NEW CUMBER			
Dec 04	Deposit EZ Call Transfer From Share 0005	150.00		792.09

--- Continued on following page ---



Mechanicsburg, PA 17055
www.members1st.org

TeleBranch:

Account Number:

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Date	Transaction Description	Additions	Subtractions	Balance
Dec 04	Check 001111 Tracer 0001217285		10.00-	782.09
Dec 05	Withdrawal POS #628491		50.00-	732.09
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 06	Withdrawal Debit Card CHECK CARD		9.98-	722.11
	TRANSACTION DATE - 12/05/2009			
	12/04 00178470056RUT1 RUTTER'S FARM STORE #5 NEW			
Dec 07	Withdrawal Debit Card CHECK CARD		11.87-	710.24
	12/06 172257000167955 GIANT FOOD #253 NEW CUMBER			
Dec 09	Deposit Transfer From Share 0000	1,268.00		1,978.24
Dec 09	Withdrawal Debit Card CHECK CARD		27.65-	1,950.59
	12/08 156691000153307 GIANT FUEL #253 NEW CUMBER			
Dec 09	Withdrawal EZ Call Transfer To Share 0000		700.00-	1,250.59
Dec 09	Withdrawal POS #762000		55.00-	1,195.59
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 10	Withdrawal Debit Card CHECK CARD		109.86-	1,085.73
	12/09 800-331-0500 ATTM*464010049448PHI GAUS630			
Dec 11	Withdrawal Debit Card CHECK CARD		15.98-	1,069.75
	12/11 800-247-4784 CHR*CSBCATALOG,LLC MAUSIN7500			
Dec 13	Withdrawal POS #832895		50.00-	1,019.75
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 14	Withdrawal Debit Card CHECK CARD		49.93-	969.82
	12/14 443-200-1200 PROFESSIONAL ARTS PHARMMDUSIN			
Dec 14	Withdrawal ACH GE MONEY		38.00-	931.82
	TYPE: PAYMENT ID: 1061537262 CO: GE MONEY			
Dec 16	Withdrawal Debit Card CHECK CARD		24.82-	907.00
	TRANSACTION DATE - 12/15/2009			
	12/14 06176380125WE11 WEIS MARKETS #125 S CAMP H			
Dec 17	Withdrawal Debit Card CHECK CARD		38.22-	868.78
	12/16 434291385889 GETTYSBURG ROAD ANIMAL MECHAN			
Dec 18	Withdrawal POS #667964		75.00-	793.78
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 18	Withdrawal ACH DISCOVER		259.00-	534.78
	TYPE: E-PAYMENT ID: 2510020270			
	DATA: DC PYMNTS DCIINTNET CO: DISCOVER			
Dec 22	Withdrawal Debit Card CHECK CARD		13.61-	521.17
	12/20 06176380125WE11 WEIS MARKETS #125 S CAMP H			
Dec 22	Withdrawal Debit Card CHECK CARD		19.95-	501.22
	12/21 156691000153307 GIANT FUEL #253 NEW CUMBER			
Dec 22	Withdrawal Debit Card CHECK CARD		25.00-	476.22
	12/21 4445000908657 FAMILY DOLLAR #2408 NEW CUMB			
Dec 22	Withdrawal ACH RBS CITIZENS NA		76.47-	399.75
	TYPE: PAYMENT ID: 2581493818 CO: RBS CITIZENS NA			
Dec 22	Check 001113 Tracer 0001212226		150.00-	249.75
Dec 23	Withdrawal Debit Card CHECK CARD		57.13-	192.62
	12/22 172257000167955 GIANT FOOD #253 NEW CUMBER			
Dec 23	Withdrawal Debit Card CHECK CARD		11.99-	180.63
	12/23 800-827-6364 TWX*AOL SERVICE 1209 NYUSINP7			
Dec 23	Withdrawal POS #915097		40.00-	140.63
	GIANT FOOD #253 NEW CUMBERLAN PA			
Dec 24	Ending Balance			140.63

Courtesy Pay and NSF Fee Summary

NSF Item Fees Year-to-Date

33.00

Courtesy Pay Fees Year-to-Date

33.00

CHECK SUMMARY ON

Check #	Amount	Date	Check #	Amount	Date
001111	10.00	Dec 04	001113	150.00	Dec 22
001112	111.04	Dec 03			

3 Checks Cleared for 271.04

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- I SOUGHT INFO. ON CORRECTING THEIR MISTAKE,
IE. HOW WE RECTIFY THE MISSED AUTO-DEBIT, AND WAS
TOLD THEY WOULD NOT BE COLLECTING IT BECAUSE I
WAS BEING QUALIFIED FOR A LOAN MODIFICATION. I
REITERATED THAT UNTIL I COULD SEE THE TERMS OF
THE LOAN WOULD I WANT TO MOVE FORWARD. I WAS ASSURED
I WOULD BE HAPPY WITH IT AND THE PROCESS MOVES QUICKLY.
THEY INDICATED I WOULD HAVE A TRIAL OF 3 mos. OF
PYMTS OF \$679.83 AND TO SEND THE 1ST ONE FOR
JAN 2010, THAT THIS WOULD SATISFY THE PREVIOUS MONTH'S
MORTGAGE PYMT. AS WE TRANSITIONED. THEY
SAID THEY WERE SENDING OUT THE DOCUMENTS
CONFIRMING, AND I SHOULD CALL BACK THEN.

SO I WAS UNCOMFORTABLE WITH IT BUT DID NOT
WANT TO GET INTO A PROBLEM WITH FORECLOSURE
OR ANYTHING BY SOME MISUNDERSTANDING —

I SENT THE 1ST CHECK, RECEIVED PAPERWORK
I WAS NOT HAPPY WITH MUCH OF THE UNCOORDINATION
IN DOCUMENTATION FROM GMAC BETWEEN THE MORTGAGE
DEPT. & THIS LOAN MOD / LOSS MITT AREA.

THE CALLS WERE DISCONCERNING ALSO, BUT THESE
LOSS MITT REPS WERE EFFICIENT AND I WAS
BEING DE FRAUDED OUT OF MY ORIG. LOAN
INTO WHAT WOULD BE SOMETHING OTHER THAN PROMISED.

(UNKNOWN
AT THAT
TIME)

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

01/11/10

116786-000777

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070



RE: Account Number [REDACTED] 9613
Property Address 341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

Disclosure: If you are already working with the Loss Mitigation department on a special forbearance or other foreclosure prevention alternatives, this letter does not apply to you. However, you may want to take advantage of the Homeownership Counseling information contained within this letter.

Your account is in default under the terms of the mortgage. The mortgage payments of \$ 1380.00 for the months of 12/01/09 through 01/01/10, are past due. If you have already mailed these payments, please accept our thanks.

Due to the unresolved delinquency on your account, you may be experiencing temporary or permanent financial problems that led to the default. Your account could soon be referred to foreclosure if the default is not resolved. We would like to discuss possible loss mitigation options, which may be available to you to resolve the delinquency and avoid foreclosure. A brief description of these options follows.

If you have experienced a temporary loss of income or increase in expenses and now have sufficient income to make increased payments, we may be able to work out a REPAYMENT PLAN.

LOAN MODIFICATION: A loan modification capitalizes delinquent payments into the unpaid principal balance. This may be completed if you are unable to make temporary increased monthly payments, yet can still afford your mortgage payments.

By Phone
LO THIS IS
HO I WAS NOW
UNDER FOR THE
RIAL MODIFICATION
AND TO
GARE ALL
THE
REST
OF
THIS -
IT DOES
NOT
APPLY
TO ME



Investor Loan # 9613

**HOME AFFORDABLE MODIFICATION PROGRAM
LOAN WORKOUT PLAN
(Step One of Two-Step Documentation Process)**

Loan Workout Plan Effective Date: 01/01/2010

Borrower ("I"): MARY R BIANCAVILLA

Lender ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 12/16/2005

Loan Number: 9613

Property Address ("Property"): 341 OAK DRIVE NEW CUMBERLAND PA 17070

If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. My Representations. I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F. If Lender requires me to obtain credit counseling, I will do so.
- G. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Plan.

2. **The Loan Workout Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items (where not prohibited by law), including real estate taxes, insurance premiums and other fees, if any, of U.S. \$679.83.

1. 01/01/2010	\$679.83
2. 02/01/2010	\$679.83
3. 03/01/2010	\$679.83

★
VERY
IMPORTANT
TO WHAT I
THEN ENDED-UP
WITH.

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the date of this Plan and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived unless prohibited by law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents and are not prohibited by law;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and

★
By GMAC
DOING THE

UNAUTHORIZED AUTO DEBIT IN THE SAME MONTH THEY
DEPOSITED A TRIAL CHECK THEY CAUSED INSUFFICIENT
FUNDS AND DEFAULTED MY TRIAL ALSO.

Pg. 1)

Support Doc's 'C'

- So GMAE REC'D. AND CASHED/CLEARED BANK
my FIRST TRIAL CHECK IN JAN. AND I
SENT THE SECOND CHECK AS SCHEDULED.

THEY DEPOSITED my CHECK ³ (WITHOUT AUTHORIZATION)
NOR ANY WARNING - AUTO-DEBITED my SAME
ACCT FOR AN AMT. OF (2 TRIAL) PAYMENTS...
... WHICH CAUSED INSUFFICIENT FUNDS +

(GMAE) THEY IN EFFECT DEFRAUDED ~~ME~~ OUT
OF my TRIAL BY CREATING A CIRCUMSTANCE
THEY WOULD LATER POINT TO AND SAY
YOU CAN'T HAVE THE 'MAKEING HOME AFFORDABLE'
LOAN, YOU WILL BE MODIFIED INTO WHAT
WE WILL GIVE YOU. I WAS DEFRAUDED
AGAIN AND AGAIN AND AGAIN.

3 pgs.
plus
THEY ALREADY
CASHED 1ST
TRIAL CHECK IN JAN

FIRST - THE INITIAL CALLS TO SAY I

HAD TO SEND PAPERWORK FOR THAT LOAN-TALK.

2ND - MY STOPPED (UNCOLLECTED) Dec 2009 MORT. PAYMENT
WHICH DEFAULTED my ORIG. LOAN.

3RD - THE UNLAWFUL - UNAUTHORIZED AUTO-DEBIT
WHICH NOT ONLY OVER DRAFTED my ACCOUNT CAUSING
A DEFAULT TO my TRIAL, BUT SINCE THEY
ALREADY COLLECTED 2 TRIAL PYMTS, THEY
WERE OVER CHARGING BY A FULL PAYMENT
- BREACHING THEIR OWN CONTRACT. continued

Pg. 2)

— Continued,

— 4th THE LOAN THEY MODIFIED ME TO
WAS NONE OF WHAT THEY PROMISED. FIXED RATE
NOTE : (IT APPEARS THEY ARE TRYING TO FORCE FORCLOSURE.)

By THE TIME ALL OF THIS UNFOLDED
THERE WERE LAY OFFS AT my JOB
DUE TO THE Economy AND A
COMPANY TAKE-OVER. IT APPEARED
WE WERE BEING SHUT DOWN - I
WAS EVENTUALLY Laid-off, I HAD
NOTHING TO FIGHT BACK WITH
— AND HAVE BEEN BARELY GETTING BY
SINCE.

GMAC KEEPS RAISING my MORT AMT.
AND CHGNG. THINGS ON WHAT WAS
SUPPOSE TO BE A FIXED RATE Loan.

my PYMTS. WERE SUPPOSE TO BE
LESS THAN THE 690 I WAS PAYING,
THE TRIAL PYMTS WERE 679⁸³ AND
THAT CONTRACT STATED ALL TAXES
INSURANCE AND FEES WERE ESCROWED IN
IT AND my NEW PYMT WAS TO BE THAT
OR LESS WAS TOLD OVER AND OVER AGAIN.



www.members1st.org

Main Switchboard: (800) 283-2328
EZ Call: (717) 697-4372 or (800) 283-4372
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
TeleBranch: (800) 283-7288

8964 1 AV 0.335

31017-8964

MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070

Account Number: 229654

Balances at a Glance:

Checking: 555.71

Savings: 859.77

Certificates: [REDACTED]

Loans: [REDACTED]

Money Management: [REDACTED]

Swipe 5 YTD Reward: 10.80

Page: 1 of 3

Your credit
Your age
An aggregate

silver.
209.68
products

Would you like to receive
to Members 1st On

Statements! Go
provide us with your

CHECKING ACCOUNT

0011 - CHECKING

AND STILL NO
AUTO Debit.
↓
OF 690.00

Date	Transaction Description	Additions	Subtractions	Balance
Dec 25	Balance Forward			140.63
Dec 25	Withdrawal Debit Card CHECK CARD		16.32	124.31
	12/24 172257000167955 GIANT FOOD #253 NEW CUMBER			
Dec 28	Withdrawal Debit Card CHECK CARD		22.23	102.08
	12/27 452001157992 RITE AID STORE 0418 NEW CUMBE			
Dec 28	Deposit EZ Call Transfer From Share 0005	200.00		302.08
Dec 28	Withdrawal ACH CHASE		25.18	276.90
	TYPE: EPAY ID: 5760039224 CO: CHASE			
Dec 29	Deposit by Check	7.40		284.30
Dec 29	Withdrawal ACH 1ST NATL BK OMAH		68.00	218.30
	TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT			
	CO: 1ST NATL BK OMAH			
Dec 30	Withdrawal Debit Card CHECK CARD		10.06	208.24
	TRANSACTION DATE - 12/29/2009			
	12/28 01852728419MER1 HESS 38419 LEMOYNE PA			
Dec 31	Deposit Swipe 5 Rebate	1.00		209.24
Jan 02	Withdrawal Debit Card CHECK CARD		20.00	189.24
	01/01 156691000153307 GIANT FUEL #253 NEW CUMBER			
Jan 03	Withdrawal Debit Card CHECK CARD		33.58	155.66
	TRANSACTION DATE - 01/02/2010			
	01/01 06176380125WE11 WEIS MARKETS #125 S CAMP H			
Jan 04	Withdrawal Debit Card CHECK CARD		34.71	120.95
	01/03 172257000167955 GIANT FOOD #253 NEW CUMBER			
Jan 04	Deposit EZ Call Transfer From Share 0005	680.00		800.95
Jan 06	Check 001115 Tracer 0001198282		679.83	121.12
Jan 07	Withdrawal Debit Card CHECK CARD		27.82	93.30
	01/06 172257000167955 GIANT FOOD #253 NEW CUMBER			
Jan 13	Deposit Transfer From Share 0000	1,268.00		1,361.30
Jan 15	Withdrawal Debit Card CHECK CARD		31.86	1,329.44
	01/14 156691000153307 GIANT FUEL #253 NEW CUMBER			
Jan 15	Withdrawal Debit Card CHECK CARD		161.20	1,168.24
	01/15 014847000213249 COMCAST OF CENTRAL PA 800-			
Jan 19	Withdrawal ACH DISCOVER		273.44	894.80

--- Continued on following page ---



Send Inquires to:
6500 Louisa Drive
PO Box 40
Mechanicsburg, PA 17055
www.members1st.org

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EZ Call: (717) 697-4372 or (800) 283-4372
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
TeleBranch: (800) 287-7288

Dec 25, 2009 thru Jan 24, 2010
Account Number: 928555

Page: 2 of 3

Date	Transaction Description	Additions	Subtractions	Balance
	TYPE: E-PAYMENT ID: 2510020270 DATA: DC PYMNTS DCIINTNET CO: DISCOVER			
Jan 20	Withdrawal Debit Card CHECK CARD 01/19 006181924106BF1 KARNS QUALITY FOOD LEMOYNE		14.42-	880.38
Jan 20	Withdrawal ACH RBS CITIZENS NA TYPE: PAYMENT ID: 2581493818 CO: RBS CITIZENS NA		74.85-	805.53
Jan 21	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 01/20/2010 01/19 08176380125WE11 WEIS MARKETS #125 S CAMP H		30.83-	774.70
Jan 21	Withdrawal POS #951920 GIANT FOOD #253 NEW CUMBERLAN PA		40.00-	734.70
Jan 23	Withdrawal Debit Card CHECK CARD 01/23 800-827-6364 TWX*AOL SERVICE 0110 NYUSIN07		11.99-	722.71
Jan 23	Withdrawal Debit Card CHECK CARD 01/23 434291385889 GETTYSBURG ROAD ANIMAL MECHAN		167.00-	555.71
Jan 24	Ending Balance			555.71

2009 Dividends Paid 0.00

Courtesy Pay and NSF Fee Summary

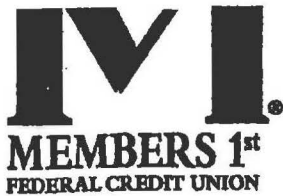
NSF Item Fees for Statement Period
NSF Item Fees Year-to-Date
Courtesy Pay Fees for Statement Period
Courtesy Pay Fees Year-to-Date

0.00
0.00
0.00
0.00

CHECK SUMMARY

Check #	Amount	Date	Check #	Amount	Date
001115	679.83	Jan 06			

(Gm) They hand cashed 1st trial Ppt.



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TeleBranch: (800) 237-7288

Jan 25, 2010 thru Feb 24, 2010

8736 1 AV 0.335

30310-8736



MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070

Your current Member Loyalty Rewards level is Silver.
Your age 510.85.
An aggr products

Want to earn some e 4U referral program.

CHECKING ACCOUNT

0011 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Jan 25	Balance Forward			555.71
Jan 25	Deposit by Check	26.09		581.80
Jan 26	Withdrawal Debit Card CHECK CARD 01/25 172257000167955 GIANT FOOD #253 NEW CUMBER		17.02	564.78
Jan 28	Withdrawal ACH CHASE TYPE: EPAY ID: 5760039224 CO: CHASE		35.26	529.52
Jan 28	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH		65.89	463.63
Jan 31	Deposit Swipe 5 Rebate	0.55		464.18
Feb 01	Deposit EZ Call Transfer From Share 0005	250.00		714.18
Feb 01	Check 001116 Tracer 0023230922 Processed Check - GMAC Mtg Corp		679.85	34.33
	TYPE: CHECK PYMT ID: 0480060992 DATA: 0000100000 041204975			
Feb 02	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 02/01/2010 01/31 06176380125WE11 WEIS MARKETS #125 S CAMP H		33.38	0.95
Feb 02	Deposit Transfer From Share 0000	719.50		720.45
Feb 02	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC ID: 1281694840 CO: LOANSERVICING		1,038.08	317.63
Feb 02	Withdrawal Courtesy Pay fee		33.00	350.63
Feb 03	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 02/02/2010 02/01 00178470056RUTH RUTTER'S FARM STORE #3 NEW		14.89	365.52
Feb 03	Withdrawal NSF Fee		33.00	398.52
Feb 03	Withdrawal Stop Payment Fee		25.00	423.52
Feb 03	Deposit RETURN 2 COURTESY PAY FEES 2/2/10	66.00		357.52
Feb 05	Deposit ACH LOANSERVICING TRANSACTION DATE - 02/02/2010	1,038.08		680.56



**Unauthorized/Improper ACH Debit Activity
Written Statement Under Penalty of Perjury**

I, Marybica Mayilla, state that I have examined the attached statement or other notification from Members 1st FCU indicating that an ACH debit entry was charged to my Account No. 00000000000000000000 on 02/10, 2010 in the amount of \$ 1638.68, and that the debit was unauthorized or improper.

An unauthorized debit (with the exception of TEL entries) means an electronic fund transfer from a consumer's account initiated by a person who was not authorized by the consumer, via a writing that was either signed or similarly authenticated, to initiate the transfer. With respect of TEL entries, an unauthorized debit means an electronic fund transfer from a consumer's account initiated by a person who was not authorized by the consumer, via an oral authorization, to initiate the transfer. An electronic fund transfer in an amount greater than that authorized by the consumer or that results in a debit to the consumer's account earlier than that authorized by the consumer also is an unauthorized debit. An unauthorized debit does not include an electronic fund transfer initiated with fraudulent intent by the consumer or any person acting in concert with the consumer. An improper debit means a re-presented Check Entry (RCK), Point-of-Purchase Entry (POP), Accounts Receivable Entry (ARC), or Back Office Conversion Entry (BOC) that meets the criteria described in Section II below.

I. For unauthorized entries, I further state that: (check one)

- ☐ I did not authorize, and have not ever authorized, _____ (company name) to originate one or more ACH entries to debit funds from any account at Members 1st FCU.
- ☐ I authorized _____ (Company Name) to originate one or more ACH entries to debit funds from an account at Members 1st FCU but on _____, 20____ I revoked that authorization by notifying _____ in the manner specified in the authorization.

☒ I authorized LA SERRA LIVING to originate one or more ACH entries to debit funds from an account at Members 1st FCU but but my mortgage co was changed and this debt was not authorized
the amount debited exceeds the amount I authorized to be debited. The amount I authorized is \$1690
OR
☐ the debit was made to my account on a date earlier than the date on which I authorized the debit to occur. I authorized the debit to be made to my account on or no earlier than _____, 20____. this wasn't authorized as of December 2009.

II. For improper entries, I further state that: (check one)

- for RCK entries:**
- ☐ the item to which the entry relates is ineligible to be initiated as an RCK entry;
- ☐ the required notice stating the terms of the re-presented check entry policy was not provided by the Originator in accordance with the requirements of the *NACHA Operating Rules*;
- ☐ all signatures on the item to which the RCK entry relates are not authentic or authorized, or the item has been altered;
- ☐ the amount of the RCK entry was not accurately obtained from the item; or
- ☐ both the RCK entry and the item to which the RCK entry relates have been presented for payment.
- for ARC and BOC entries:**
- ☐ I opted out of check conversion activity;
- ☐ notice was not provided by the Originator in accordance with the requirements of the *NACHA Operating Rules*;
- ☐ the source document used for the debit entry is improper;
- ☐ both the source document and the ARC or BOC entry to which it relates have been presented for payment; or
- ☐ the amount of the ARC or BOC entry was not accurately obtained from the source document.
- for POP entries:**
- ☐ the debit entry for which the Receiver is seeking recredit was not authorized by the Receiver;
- ☐ the source document used for the debit entry is improper; or
- ☐ both the source document and the POP entry to which it relates have been presented for payment.

I further state that the debit transaction was not originated with fraudulent intent by me or any person acting in concert with me, and that the signature below is my own proper signature.

I certify under penalty of perjury that the foregoing is true and correct.

2/4/10
Date & Time

Devin Robinson
Members 1st FCU Associate name

Marybica Mayilla
Member Signature

NCCiant
Branch Office

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/11/10

MARY R BIANCAVILLA

341 OAK DR
NEW CUMBERLAND PA 17070

RE: Account Number [REDACTED] 9613
Property Address 341 OAK DRIVE
NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

This is in response to your inquiry regarding a request for a copy of the automatic payment letter on the above-referenced account.

Unfortunately, we have been unsuccessful in our attempts to obtain this information. We apologize for any inconvenience this may cause.

If you have any additional questions, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

2:48

*I requested a copy of a (signed by me)
authorization for \$1038.08 presented
to my bank FEB 2, 2010 -
CAUSING OVERDRAFTS AND
TRIAL LOAN DEFAULT.
THIS IS THE RESPONSE.*

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/04/10

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

*This made no
sense since
I was already sending
checks and they were
cashing them.*

RE: Account Number [REDACTED] 9613
Property Address 341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

In response to your request, we updated our records to reflect the cancellation of your Online Payment Program effective 2/4/10. You are now responsible for making all future payments by using an alternate method.

If you have any questions, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

2:02

*IN LEW OF WHAT GMAC DID WITH
THE UNAUTHORIZED ACCESS IN
ADDITION TO HAVING NO CLEAR UNDERSTANDING
OF WHAT THEY ARE DOING TO MY
LOAN THEY HAVE BEEN ADVISED. NO
AUTO DEBITS ARE AUTHORIZED
THAT ACCT. IS BEING
CLOSED.*

WALSH MORTGAGE

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/12/10

130578-000021

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

|||||

RE: Account Number [REDACTED] 9613
Property Address 341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

Your payment has been returned unpaid by your financial institution. As a result, we have reversed these funds from your account. Your account is now due for the 01/01/10 - *INCORRET* payment. If allowed by your state, you may be assessed a *✓#* returned check fee. *TRANS DT. 1/6/10*

If your replacement payment is received after the expiration of your grace period, any applicable late charges will be assessed. If you would like to remit your payment immediately, contact us by phone to use our Pay by Phone services by calling 800-766-4622. *1115 ON BANK STATEMENT CLEARED + CLOSED PRIOR TO DATE OF THIS LTR.*

If you participate in one of our Electronic Payment Programs, replacement of the reversed payment as well as financial institution corrections may need to be made prior to future drafts occurring. *(SEE DEC25/09 - JANUARY, 10 STATEMENT.)*

If this is the third payment returned for insufficient funds, your account will be restricted to certified funds.

If you have any questions regarding this matter, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

7004

Jan 25, 2010

PAY TO THE ORDER OF	679 ⁸³
AMOUNT	
PERCENT	
PERCENT	
PERCENT	

SIX HUNDRED SEVENTY NINE DOLLARS AND 83/100

For enhanced security your account number has been blocked out on this copy

MEMO: [Redacted]

NOT NEGOTIABLE

Jan 25, 2010

PAY TO THE ORDER OF	679 ⁸³
AMOUNT	
PERCENT	
PERCENT	
PERCENT	

SIX HUNDRED SEVENTY NINE DOLLARS AND 83/100

For enhanced security your account number has been blocked out on this copy

MEMO: [Redacted]

NOT NEGOTIABLE

MARY R BIANCAVILLA
341 OAK DR.
NEW CUMBERLAND, PA 17070

1115

PAY TO THE ORDER OF GMAC

\$ 679⁸³

SIX HUNDRED SEVENTY NINE DOLLARS AND 83/100 DOLLARS

MEMBERS 1st
FEDERAL CREDIT UNION
Rockyford, IL 61085
www.fcu1.com

MEMO: [Redacted] Mary R Biancavilla

GMAC Mortgage, LLC
Attention: Loss Mitigation
3451 Hammond Avenue
Waterloo, IA 50702

[Space Above This Line For Recorder's Use]

STEP RATE LOAN MODIFICATION AGREEMENT
WITH PRINCIPLE DEFERMENT
(Deferred Payment Disclosure Attached)

Loan Modification Agreement ("Agreement") made this May 1, 2010 ("Effective Date") between MARY R BIANCAVILLA ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated December 16, 2005 in the original principal sum of One Hundred Forty Four Thousand Dollars and No Cents (\$ 144,000.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of CUMBERLAND County, PA. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 341 OAK DRIVE NEW CUMBERLAND PA 17070, which real property is more particularly described as follows:

(Legal Description if Applicable for Recoding Only)

Borrower acknowledges that Lender is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

← WAS FORCED - DUPED - DEFRAUDED AND THIS IS NOT AS PROMISED.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$140,421.45 and \$8,000.00 of my old principal balance (the balance due prior to the date of this loan modification) shall be deferred (the "Deferred Principal Balance") until the Term of my loan expires (the Maturity Date), or when I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance my loan. Until I am required to payoff the "Deferred Principal Balance", I will not be required to pay interest or make monthly payments on the deferred amount.
2. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of "Lender" the Principal Balance, consisting of the amount(s) loaned to Borrower by "Lender" and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.

3. PAYMENT SCHEDULE

*I Pay By CERT. BANK CHECK
EVERY MONTH - I HAVE NO TRUST
FOR THIS COMPANY.*

GMAC FSPF4 03-18-2010 master mail merge Record N.doc

*← THEY HATE
SINCE
CHRGD.
THIS -
THEY GMH
JUST DO
WHATEVER
SUITS
THEM*

*WITHOUT
REGARD
TO
LAWFUL
PRACTICE*